

**AGREEMENT BETWEEN KING COUNTY
AND
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO
LOCAL 21DC
DISTRICT COURT EMPLOYEES
ON WAGES**

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LOCAL 21DC
DISTRICT COURT EMPLOYEES
ON WAGES

PREAMBLE

These Articles Constitute an Agreement, terms of which have been negotiated in good faith, between King County and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21DC. This agreement shall be subject to approval by Ordinance of the King County Council and was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and directly wage related benefits as allowed by law.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to set forth the mutual agreement of the parties regarding wages and benefits relating directly to wages.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** King County recognizes the Washington State Council of County and City
3 Employees, AFSCME, AFL-CIO, Local 21DC, as the exclusive bargaining representative of all
4 regular full-time and regular part-time employees of the King County District Court whose job
5 classifications are listed in PERC case numbers 7837-E-89-1329 and 8063-E-89-1366 (see Article 4
6 and Addendum A) in matters relating to wages and benefits directly related to wages.

7 **Section 2. Dues Deduction.** Upon receipt of written authorization individually signed by a
8 bargaining unit employee, the County shall have deducted from the pay of such employee, the
9 amount of dues (or agency fees, or donation to non religious charities as outlined in the collective
10 bargaining agreement between Local 21DC and the District Court, Article 1) as certified by the
11 business manager of the union.

12 The union will indemnify, defend and hold the County harmless against any claims made and
13 against any suit instituted against the County on account of any check-off of dues for the union. The
14 union agrees to refund to the County any amounts paid to it in error on account of the check-off
15 provision upon presentation of proper evidence thereof.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 **Section 1.** The management of the King County District Court and the direction of the work
3 force is vested by both the Washington State Constitution and State law exclusively in the King
4 County District Court. All matters, other than wages and benefits directly related to wages, or
5 otherwise not specifically and expressly covered or referenced by the language of this Agreement,
6 shall be administered for its duration by the King County District Court.

7 **Section 2. Bi-weekly pay:** King County has the right to make changes to the payroll system,
8 including, but not limited to, the right to implement a bi-weekly payroll system, as long as such
9 changes are passed into ordinance by the King County Council or implemented uniformly throughout
10 the County. Such changes also include, but are not limited to those necessary to implement a new
11 payroll system and the conversion of wages and leave accrual to an hourly rate.

ARTICLE 4: WAGE RATES

Section 1a. The wage rates for the classifications listed below shall be as listed in Addendum A.

Class No.	Description
7717	Probation Secretary
7718	Probation Branch Office Manager
7723	District Court Clerk
7738	Probation Case Manager
7740	Probation Officer I
7753	Volunteer Coordinator
7740	Mental Health Specialist
7717	Compliance Clerk
7718	Compliance Coordinator

Section 1b. Upon satisfactory completion of the probationary period, regular full time employees shall receive annually, increases from one step to the next higher step within the range. Regular part-time employees shall receive step increases based on a prorated basis, based on the actual hours worked in relation to a full-time schedule.

An employee shall start at Step 1 for the classification unless she/he possesses qualifications or experience above the minimum for the position. If a newly hired employee possesses one or more of the listed qualifications which the Court decides justifies a starting higher than Step 1, the employee shall receive a salary above Step 1. Despite the qualifications and/or experience of the newly hired employee, however, she/he shall not be placed above Step 6 for a starting salary. However, employees returning to District Court employment within a two-year period shall be placed at the same salary step as when they left, provided they return to the same job classification.

1). Fluent in approved Foreign Language/Signing 1 Step

- 1 **2).** Alcohol/Drug Certified/Qualified 1 Step
- 2 **3).** For clerical employees, prior experience credit is given for clerical experience, job
- 3 knowledge, skills, and abilities, as follows:
- 4 **a).** Two (2) years State of Washington Court of Limited Jurisdiction
- 5 experience - 1 Step for every 2 years (Limit 5 Steps);
- 6 **b).** Three (3) years other court clerical experience - 1 Step for every 3 years
- 7 (Limit 5 Steps);
- 8 **c).** One (1) year of King County District Court experience - 1 Step for every
- 9 year (Limit 5 Steps);
- 10 **d).** Three (3) years of legal assistant and/or legal secretary experience - 1 Step
- 11 for every 3 years (Limit 5 Steps);
- 12 **e).** Educational degree from an accredited 4 year institution - 2 Steps;
- 13 **f).** Educational degree from a specialty program related to the work of the
- 14 Court from a vocational institution, 2 year degree from an accredited community college, or the
- 15 equivalent job knowledge gained through a combination of experience and educational pursuits - 1
- 16 Step. If a newly hired employee has either an educational degree from a specialty program in a
- 17 vocational institution or a 2 year degree from an accredited community college AND an educational
- 18 degree from an accredited 4 year institution, the employee will be credited a maximum of 2 steps.
- 19 **4).** For Probation employees prior experience credit is given for probation experience
- 20 as follows:
- 21 **a).** Two (2) years State of Washington Court of Limited Jurisdiction
- 22 experience - 1 Step for every 2 years (Limit 5 Steps);
- 23 **b).** Three (3) years other probation experience - 1 Step for every 3 years
- 24 (Limit 5 Steps).
- 25 **5).** Employees who receive an advanced educational degree (e.g. A.A., B.A.) beyond
- 26 their high school diploma or G.E.D. while employed within the bargaining unit shall receive an extra
- 27 step placement (based on the step entitlement set forth in Section 1(c)(3)(e)-(f) above) at their regular
- 28 anniversary date following their receipt of the degree. Under no circumstances may employees be

1 paid above Step 10 of their salary range under this provision.

2 **Section 2.** Effective January 1, 2005, wage rates in effect on December 31, 2004 will be
3 increased by 90% of the CPI-W All Cities Index, September 2003 - September 2004 base year;
4 provided however, that the amount produced by the application of the foregoing shall not be greater
5 than 6.0% of said wages in effect on December 31, 2004 nor less than 2.0%.

6 **Section 3.** Effective January 1, 2006, wage rates in effect on December 31, 2005 will be
7 increased by 90% of the CPI-W All Cities Index, September 2004 - September 2005 base year;
8 provided however, that the amount produced by the application of the foregoing shall not be greater
9 than 6.0% of said wages in effect on December 31, 2005 nor less than 2.0%.

10 **Section 4.** Effective January 1, 2007, wage rates in effect on December 31, 2006 shall be
11 increased by 90% of the CPI-W All Cities Index, September 2005 - September 2006 base year;
12 provided however, that the amount produced by the application of the foregoing shall not be greater
13 than 6.0% of said wages in effect on December 31, 2006, nor less than 2%.

14 **Section 5.** Employees will be paid overtime at the rate of one and one-half times their regular
15 rate of pay for all hours worked in excess of forty (40) hours in a week.

16 **Section 6. Callback.** All bargaining unit members who are called back to work after leaving
17 the workplace following completion of their regularly scheduled shift shall be paid for such at the
18 one and one-half times overtime rate. A minimum of two (2) hours shall be paid to the employee or,
19 where the actual hours worked exceeds two (2) hours, the employee shall be paid for actual hours
20 worked. Employees shall not be called out more than once in a twenty-four (24) hour period.

21 **Section 7. Out of Class Pay.** An employee who is temporarily assigned to function in a
22 higher classification for one (1) working day or more shall be paid five percent (5%) above the
23 employee's regular rate of pay. If the employee performs overtime work in the higher classification,
24 the overtime calculation shall be calculated on the out-of-class rate. When an out-of-class
25 assignment is expected to continue for one week or more, the employee will be temporarily
26 upgraded. Employees shall be considered assigned to function in a higher classification for any
27 assigned responsibility for training employees. The minimum assignment for purposes of training
28 shall be one (1) day. Assignments of this training responsibility shall be as determined by the court.

1 **ARTICLE 5: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS**

2 **Section 1.** King County presently participates in group medical, dental and life insurance
3 programs. The County agrees to maintain the level of benefits as currently provided by these plans
4 during the life of this Agreement, unless otherwise agreed by the Joint Labor Management Insurance
5 Committee.

6 **Section 2.** The County agrees to continue the Joint Labor Management Insurance Committee
7 comprised of representatives from the County and its labor unions. The function of the Committee
8 shall be to review, study, make recommendations, and enter into agreements relative to medical,
9 dental and life insurance programs.

10 **Section 3.** The Union and County agree that the County may implement changes to employee
11 insurance benefits as a result of agreements or recommendations of the Joint Labor Management
12 Insurance Committee referenced in Section 2 above.

1 **ARTICLE 6: GRIEVANCE PROCEDURE**

2 The Employer and the Union recognize the importance and desirability of settling grievances
3 promptly and fairly in the interest of good employee relations and morale and to this end the
4 following procedure is outlined. To accomplish this, every effort will be made to settle grievances at
5 the lowest possible level of supervision.

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
7 or reprisal in seeking adjudication of their grievances.

8 **Section 1. Grievance Definition.** An issue raised by a party to this agreement relating to the
9 interpretation and application of the terms of this agreement. "Work days" are defined as Monday
10 through Friday, excluding holidays.

11 **Section 2.** A grievance must be presented within ten (10) work days after the occurrence or
12 knowledge of the occurrence of such grievance, provided that the burden is on the Union to prove
13 that the Union or employee filing the grievance did not have knowledge of the occurrence of the
14 grievance within the ten (10) day period.

15 **Section 3. Procedure.**

16 **Step 1.** A grievance as defined in Section 1 above, shall be presented in writing by
17 the aggrieved party to the Labor Negotiator assigned to this contract or his/her designee. The
18 Negotiator or designee shall meet with the employee and his/her representative, and gain all relevant
19 facts and shall attempt to adjust the matter and notify the employee and the union within fifteen (15)
20 work days of notice of the grievance. The Negotiator shall respond to the Union within five (5) work
21 days with the County's response.

22 **Step 2.** If, after thorough discussion, the decision of the Negotiator has not resolved
23 the grievance, either party may request arbitration within twenty (20) work days of the conclusion of
24 Step 1, specifying the exact question which it wishes to arbitrate. The parties shall select a third
25 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an
26 arbitrator, then the arbitrator will be selected from a list supplied by FMCS or PERC. The arbitrator
27 shall be asked to render a decision within thirty (30) days after the case is heard by the arbitrator and
28 the decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no

1 power to change, alter, detract from or add to the provisions of this Agreement, but shall have the
2 power only to apply and interpret the provisions of this Agreement in reaching a decision.

3 The arbitrator's fees and expenses shall be borne equally by both parties.

4 No matter may be arbitrated which the County, by law, has no authority over and has no
5 authority to change. There shall be no strikes, cessation of work or walkouts during such conferences
6 or arbitration. Each party to an arbitration proceeding shall bear the full cost of its representatives
7 and witnesses. Regardless of the outcome, each party is responsible for their own attorney and
8 representation fees. The arbitrator's decision shall be final and binding on all parties.

9 **Section 4.** Time limits set forth in this Article may be extended in writing by mutual
10 agreement.

11 **Section 5.** Grievances regarding wage related matters shall be heard during normal working
12 hours unless stipulated otherwise by the parties. Employee representatives essential to such hearings
13 and directly involved in such grievance meetings shall be allowed to do so without suffering a loss in
14 pay at a mutually agreeable time during their normal working hours.

15 **Section 6.** Arbitration awards or grievance settlements shall not be made retroactive beyond
16 the date of the occurrence or nonoccurrence upon which the grievance is based, that date being ten
17 (10) work days or less prior to the initial filing of the grievance.

ARTICLE 7: HOLIDAYS

Regular employees shall be granted the following holidays with pay: pursuant to RCW 1.16.050 as it currently exists and as it may be amended.

New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

and any day designated by public proclamation of the chief executive of the state as a legal holiday. In addition, all employees shall be granted two personal holidays to be administered through the vacation plan. The first holiday shall accrue to all eligible employees employed by King County on the first of October and the second holiday shall accrue to all eligible employees employed on the first of November.

For those employees whose normal work schedule is Monday through Friday, whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday. Those employees working shifts on other than a Monday through Friday schedule shall observe holidays on the actual day of the holiday.

ARTICLE 8: SICK LEAVE

Section 1. Every regular full-time and part-time employee shall accrue sick leave benefits at a monthly rate equal to .04615 hours for each hour in pay status exclusive of overtime; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

Section 2. Sick leave may be used in one-quarter (1/4) hour increments at the discretion of the division manager or department director.

Section 3. There shall be no limit to the hours of sick leave benefits accrued by an employee.

Section 4. The King County District Court is responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed physician may be required for any requested sick leave absence.

Section 5. Separation from County employment, except by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing or be laid off and return to the County within two (2) years, accrued sick leave shall be restored.

Section 6. Employees shall be entitled to use sick leave as provided in King County Code 3.12.220, and according to those terms as defined within the Code. It is agreed that the terms of the Code shall control and this provision is not intended to add or subtract from those entitlements. Sick Leave may be used for the following reasons:

- a. An employee's bona fide illness or incapacitating injury;
- b. An employee's exposure to contagious diseases and resulting quarantine;
- c. An employee's temporary disability caused by or contributed to by pregnancy or childbirth;
- d. The birth or placement for adoption or foster care of a child of the employee or the employee's domestic partner, as provided by King County Code 3.12.220(H)7;
- e. An employee's medical, dental or optical appointments;
- f. To care for the employee's child or the child of an employee's spouse or domestic

1 partner if the child has an illness or health condition which requires treatment or supervision by the
2 employee;

3 g. Employees may use accrued sick leave or other paid time off to care for a family
4 member who has a serious health condition or emergency condition, in accordance with the R.C.W.
5 41.12.270, as amended, and King County Ordinance;

6 h. For all other reasons as provided for by King County Ordinance, state law and/or
7 federal law.

8 **Section 7.** Sick leave because of an employee's physical incapacity shall not be approved
9 where the injury is directly traceable to employment other than with the County.

10 **Section 8.** County employees who have at least five (5) years County service and who retire
11 as a result of length of service, or who terminate by reason of death, shall be paid an amount equal to
12 thirty-five percent (35%) of their unused, accumulated sick leave. All payments shall be based on the
13 employee's base rate.

14 **Section 9.** Employees injured on the job may not simultaneously collect sick leave and
15 worker's compensation in a total amount greater than the net regular pay of the employee.

16 **Section 10. Bereavement Leave**

17 a. Regular full-time employees shall be entitled to three (3) working days of
18 bereavement leave a year due to death of members of their immediate family. Immediate family for
19 bereavement leave purposes is defined as persons related to the employee by blood, marriage, or
20 domestic partnership as follows: grandparents, parents, spouse, siblings, children, legally adopted
21 children and any persons for whose financial or physical care the employee is principally responsible.

22 b. Regular full-time employees who have exhausted their bereavement leave shall be
23 entitled to use sick leave in the amount of three days for each instance when death occurs to a
24 member of the employee's immediate family.

25 c. In cases of death where no sick leave benefit is authorized or exists, an employee
26 may be granted leave without pay, consistent with District Court Personnel Guidelines.

27 d. In the application of any of the foregoing provisions, holidays or regular days off
28 falling within the prescribed period of absence shall not be charged.

1 e. The King County District Court is responsible for the proper administration of this
2 benefit. Each request for bereavement leave shall include a written statement regarding: the
3 relationship of family members. A physician's verification may be required for any requested
4 bereavement leave absence.

5 f. Regular part-time employees shall receive prorated benefits.

6 **Section 11. Family Medical Leave Act:** Family medical leave shall be provided in
7 accordance with the King County Code, 3.12.220 as amended.

8 **Section 12.** Employees may donate sick leave as provided for in King County
9 Code 3.12.223 (B).

ARTICLE 9: VACATIONS

Section 1. Regular full-time employees shall receive vacation benefits for each hour in regular pay status exclusive of overtime as indicated in the following table:

Full Years of Service		Annual Leave in Days
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26 and beyond	30

Section 2. Eligible employees shall accrue vacation leave from their date of hire, and shall accrue on an hourly basis. Eligible employees shall not be eligible to take their accrued leave until they successfully completed their first six months of County employment.

Section 3. Full-time regular employees may accrue up to sixty (60) days vacation leave, or 480 hours maximum. Part-time regular employees may accrue vacation leave up to sixty (60) days prorated (or 480 hours prorated maximum) to reflect their normally scheduled workweek.

Section 4. Vacation benefits for regular part-time employees will be established based upon

1 the ratio of employee's regularly scheduled hours of work to a standard work year.

2 **Section 5.** No employee shall work for compensation for the County in any capacity during
3 the time that the employee is on vacation.

4 **Section 6.** Vacation may be used in one-quarter (1/4) hour increments at the discretion of the
5 department director or appointed designee.

6 **Section 7.** Upon termination for any reason after the first six months of successful County
7 service, the employee will be paid for unused vacation credits up to the maximum allowed
8 accumulation; provided however, employees who are hired on or after January 11, 1986 who are
9 eligible for participation in the Public Employees' Retirement System Plan I, shall not be
10 compensated for more than two hundred forty (240) hours of accrued vacation at the time of
11 retirement. For employees hired on or after January 1, 1986, vacation hours accrued in excess of two
12 hundred forty (240) hours must be used prior to the employee's date of retirement or such excess
13 hours shall be lost. Employees shall not be eligible to be paid for vacation leave until they have
14 successfully completed their first six months of County service; if they leave County employment
15 prior to successfully completing their first six months of County service, they shall forfeit and not be
16 paid for accrued leave.

17 **Section 8.** In cases of separation by death, payment of unused vacation benefits shall be
18 made to the employee's estate, or in applicable areas, as provided by RCW, Title 11.

19 **Section 9.** Employees may continue to accrue additional vacation beyond the maximum
20 specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be
21 lost. Otherwise, employees shall forfeit the excess accrual prior to December 31st of each year.

22 **Section 10.** Employees may transfer vacation hours as provided in King County Code
23 3.12.223 (A).

1 **ARTICLE 10: SAVINGS CLAUSE**

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
5 remaining portions hereof; provided, however, upon such invalidation the parties agree immediately
6 to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall
7 remain in full force and effect.

ARTICLE 11: WAIVER CLAUSE

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to wages and benefits related directly to wages and that agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms, subject only to a desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

1 **ARTICLE 12: MISCELLANEOUS**

2 **Section 1. Personal Property Damage.** Employees who unavoidably suffer a loss or
3 damage to essential personal property worn on the body while working shall have same repaired or
4 replaced by the employer at employer expense, provided that such reimbursement shall not exceed
5 \$300 per incident.

6 **Section 2. Military Leave.** Military leave shall be granted in accordance with King County
7 policy.

8 **Section 3. Automobile Expense.** Bargaining unit members who have been authorized to use
9 their own transportation on Court business shall be reimbursed at the per mile rate as established by
10 County ordinance.

11 **Section 4. Jury Duty.** An employee required to serve on a jury shall continue to receive
12 his/her regular salary while so assigned. Fees paid by the court for jury duty shall be forwarded to
13 the employer.

Section 1. This Agreement shall become effective upon the County's receipt of notice of ratification by the Union and shall remain in effect until December 31, 2007, except where specific provisions in this Agreement state a different effective date for that provision.

Section 2. Contract negotiations for a succeeding contract may be initiated by either party providing to the other written notice of its intention to do so at least thirty (30) days prior to the expiration date. Lack of such notice will terminate the terms and conditions set forth in this Agreement as of the expiration date.

By _____
King County Executive

Steve Wede, President
LOCAL 21DC

Rob M. Sprague, Staff Representative
WSCCCE, AFSCME, AFL-CIO

Binder: 090

Union Code: 0021D

Addendum A
Wage Rates
January 1, 2005

Job Class Code	Job Class Title	Range*
7717	Probation Secretary	39
7718	Probation Branch Office Manager	41
7723	District Court Clerk	40
7738	Probation Case Manager	45
7740	Probation Officer I	56
7753	Volunteer Coordinator	56
7740	Mental Health Specialist	60
7717	Compliance Clerk	39
7718	Compliance Coordinator	41
*All classifications are paid from the King County Standardized Salary Schedule at the 40 hour rate.		